

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BOAT OWNERS ASSOCIATION
OF THE UNITED STATES,

12 cv

Plaintiff,

DECLARATION OF
ADAM WHEELER

vs.

RICHARD A. DOSIN, Jr. and DOSIN'S
TOWING, INC.,

Defendants.

I, ADAM WHEELER, declare under penalty of perjury under the laws of the United States of America that:

1. I am Vice President in charge of towing operations for Boat Owners Association of The United States (BoatU.S.). I make this Declaration upon personal knowledge of the facts of this matter.

2. I submit this Declaration in support of BoatU.S.'s complaint for an order directing defendants Richard A. Dosin, Jr. and Dosin's Towing, Inc. to immediately remove the "TowBoatU.S." service mark from defendants' towing vessel, vehicle(s), office(s) and other property; and permanently enjoining Defendants from using the "TowBoatU.S." service mark or any colorable imitation thereof in commerce in association with towing services not authorized by BoatU.S.

3. BoatU.S. is a company providing an extensive line of services to recreational boaters throughout the United States, which include boat insurance, safe boating information and boat towing services.

4. BoatU.S. is the owner of the "TowBoatU.S." service mark which was registered on the principal register in the United States Patent and Trademark Office under Registration No. 2,231,633, Registration No. 2,356,475 and Registration No. 2,623,991. Copies of the Certificates of Registration are attached as Exhibit "A," and incorporated herein by reference.

5. The "TowBoatU.S." service mark consists of the wording "TowBoatU.S." and "BoatU.S." and the design of a buoy on a red background, an example of which is shown below:

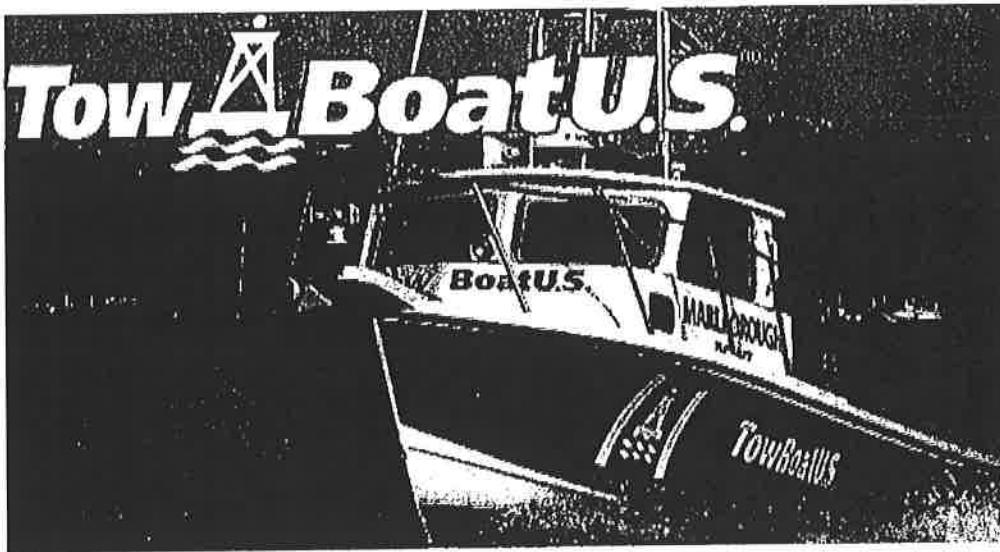


6. The "TowBoatU.S." service mark is highly distinctive and well recognized throughout the boating community.

7. BoatU.S. first began using this service mark in commerce in 1992 and has used it continually since that time.

8. BoatU.S. provides towing services through an extensive network of independent companies licensed to use the "TowBoatU.S." name in their business operations.

9. A boat bearing the "TowBoatU.S." service mark is depicted below:



10. There are several important commercial benefits which derive from the “TowBoatU.S.” service mark and brand, such as:

- (1) “TowBoatU.S.” licensees are the preferred service providers for BoatU.S. members. BoatU.S. currently has approximately 500,000 members in the United States;
- (2) “TowBoatU.S.” licensees benefit from a national advertising campaign and name recognition of the service mark and name and associated goodwill;
- (3) “TowBoatU.S.” licensees receive business through the BoatU.S. Dispatch Center which provides dispatch for towing services 24-hours a day 7-days per week; and
- (4) “TowBoatU.S.” licensees are able to direct bill BoatU.S. for vessel towing services provided to BoatU.S. members.

11. Richard Dosin and Dosin’s Towing, Inc. (“Dosin”) was the “TowBoatU.S.” licensee in Hastings-on-Hudson, New York as of August 17, 2005 pursuant to TowBoatU.S. License Service Agreement (the “LSA”). Excerpts of the LSA are annexed hereto as Exhibit

“B”.

12. Pursuant to the LSA, Defendants had the “TowBoatU.S.” service mark applied to its towing boat.

13. On September 24, 2008, BoatU.S. decided to non-renew the LSA with Defendants upon its expiration on November 20, 2008.

14. BoatU.S. instructed Defendants to remove all “TowBoatU.S.” signage and graphics from Defendants’ towing boat, vehicles and offices after termination of the LSA.

15. Dosin and Dosin’s Towing failed and refused to remove the “TowBoatU.S.” service mark from the boat despite several requests by BoatU.S.

16. On November 17, 2011, I once again contacted Dosin and instructed him to remove all “TowBoatU.S.” signage and graphics from his boat, vehicles and offices. A copy of the November 17, 2011 letter is annexed hereto as Exhibit “C”. Also attached are photographs of defendants’ towing vessel in February 2012 still bearing the “TowBoatU.S.” signage and graphics.

17. Despite Dosin’s termination in November 2008, the towing boat still bears the “TowBoatU.S.” service mark.


18. Defendants are not authorized to use or display the “TowBoatU.S.” service mark.

19. Defendants’ use of the “TowBoatU.S.” service mark is likely to confuse consumers of towing services by making them believe Defendants are associated with “TowBoatU.S.” and BoatU.S., when they are not.

20. BoatU.S. will suffer irreparable harm if Defendants are not required to immediately remove the “TowBoatU.S.” service mark from the vessel and to cease using

BoatU.S.'s protected service mark in commerce.

Dated: March , 2012


Adam Wheeler

County/City of Alexandria
Commonwealth of Virginia
On this 29 day of February,
Adam Wheeler
personally appeared before me and acknowledged
that he/she executed the foregoing instrument.
Amy M. Boyce Notary Public
My commission expires Jan. 31, 2015

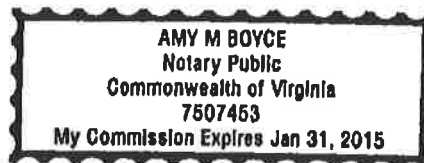


EXHIBIT A

Int. Cl.: 39

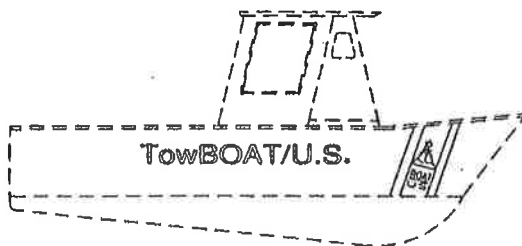
Prior U.S. Cls.: 100 and 105

Reg. No. 2,231,633

United States Patent and Trademark Office

Registered Mar. 16, 1999

**SERVICE MARK
PRINCIPAL REGISTER**



BOAT OWNERS ASSOCIATION OF THE
UNITED STATES (D.C. NON-STOCK CORPO-
RATION)

880 SOUTH PICKETT STREET
ALEXANDRIA, VA 22304

FOR: BOAT TOWING SERVICES; PROVID-
ING ON THE WATER ASSISTANCE TO BOAT-
ERS BY THE DELIVERING OF GASOLINE
AND OTHER SUPPLIES BY BOAT; SALVAG-
ING AND TOWING DISABLED VEHICLES, IN
CLASS 39 (U.S. CLS. 100 AND 105).

FIRST USE 5-10-1993; IN COMMERCE
5-10-1993.

OWNER OF U.S. REG. NOS. 1,675,310, 2,036,520
AND OTHERS.

THE MARK CONSISTS OF THE WORDING
"TOWBOAT/U.S. AND BOAT US" AND THE
DESIGN OF A BUOY. THE BOAT DEPICTED
IN BROKEN LINES IS NOT A PART OF THE
MARK.

SEC. 2(F).

SER. NO. 75-342,521, FILED 8-18-1997.

SUSAN LESLIE, EXAMINING ATTORNEY

UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451
www.uspto.gov

REGISTRATION NO: 2231633 SERIAL NO: 75/342521 MAILING DATE: 07/12/2008
REGISTRATION DATE: 03/16/1999
MARK: TOWBOAT/U.S. BOAT US AND DESIGN
REGISTRATION OWNER: Boat Owners Association of The United St

CORRESPONDENCE ADDRESS:

MARK B HARRISON
VENABLE
PO BOX 34385
WASHINGTON, DC 20043-9998

NOTICE OF ACCEPTANCE

15 U.S.C. Sec. 1058(a)(3)

THE COMBINED AFFIDAVIT AND RENEWAL APPLICATION FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 8 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1058. ACCORDINGLY, THE SECTION 8 AFFIDAVIT IS ACCEPTED.

NOTICE OF RENEWAL

15 U.S.C. Sec. 1059(a)

THE COMBINED AFFIDAVIT AND RENEWAL APPLICATION FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 9 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1059. ACCORDINGLY, THE REGISTRATION IS RENEWED.

THE REGISTRATION WILL REMAIN IN FORCE FOR CLASS(ES):
039.

EVERETT, PATRICIA
PARALEGAL SPECIALIST
POST-REGISTRATION DIVISION
571-272-9500

PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR INFORMATION
CONCERNING REQUIREMENTS FOR MAINTAINING THIS REGISTRATION
ORIGINAL

REQUIREMENTS FOR MAINTAINING A FEDERAL TRADEMARK REGISTRATION) SECTION 8: AFFIDAVIT OF CONTINUED USE The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. Sec. 1058, at the end of each successive 10-year period following the date of registration.

Failure to file the Section 8 Affidavit will result in the cancellation of the registration.

II) SECTION 9: APPLICATION FOR RENEWAL The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. Sec. 1059, at the end of each successive 10-year period following the date of registration. **Failure to file the Application for Renewal will result in the expiration of the registration.**

NO FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS WILL BE SENT TO THE REGISTRANT BY THE PATENT AND TRADEMARK OFFICE. IT IS RECOMMENDED THAT THE REGISTRANT CONTACT THE PATENT AND TRADEMARK OFFICE APPROXIMATELY ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.

Int. Cls.: 37 and 39

Prior U.S. Cls.: 100, 103, 105 and 106

United States Patent and Trademark Office

Reg. No. 2,623,991

Registered Sep. 24, 2002

**SERVICE MARK
PRINCIPAL REGISTER**



BOAT OWNERS ASSOCIATION OF THE UNITED STATES (D.C. NON-STOCK CORPORATION)
880 SOUTH PICKETT STREET
ALEXANDRIA, VA 22304

FOR: PROVIDING ON THE WATER ASSISTANCE TO BOATERS IN THE NATURE OF REPAIR SERVICES. PROVIDING POLLUTION AND/OR ENVIRONMENTAL CLEANUP SERVICES TO BOATERS, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 0-0-1999; IN COMMERCE 0-0-1999.

FOR: BOAT TOWING SERVICES; PROVIDING ON THE WATER ASSISTANCE TO BOATERS BY THE DELIVERING OF GASOLINE AND OTHER

SUPPLIES BY BOAT; SALVAGING AND TOWING DISABLED VESSELS, IN CLASS 39 (U.S. CLS. 100 AND 105).

FIRST USE 0-0-1999; IN COMMERCE 0-0-1999.

OWNER OF U.S. REG. NOS. 1,862,993, 2,356,475 AND OTHERS.

SEC. 2(F).

SER. NO. 76-237,261, FILED 4-9-2001.

ROBERT LORENZO, EXAMINING ATTORNEY

EXHIBIT B



2005

TOWING
MAY - 3 2005

Annual

License/Service Agreement



2005 TowBoatU.S.® License/Service Agreement**REQUIREMENTS**

Completion of this Application is required and, upon approval, forms a part of the 2005 TowBoatU.S. License/Service Agreement attached hereto.

To establish your status as a TowBoatU.S. Towing Company, which includes direct billing BoatU.S., listing in *The BoatU.S. Guide to Towing Services* and BoatU.S. website, and exclusive rights to use the TowBoatU.S. name, you must:

- ☐ Read and complete this Agreement. Remember to initial pages 3 & 4 and sign and date page 11.
- ☐ Enclose copies of all NEW or renewed part-time and full-time Captains' USCG Licenses.
- ☐ Provide proof of insurance for each boat - **Certificate of Insurance** indicating minimum \$300,000 of tower's liability coverage in force and naming BoatU.S. (not TowBoatU.S.) as an additional insured.
- ☐ Identify ACAPT Certificate # on pages 3, 4 & 12 (ACAPT status subject to verification from C-PORT)
- OR**
- ☐ Complete the Equipment Checklist on page 12 and provide the following:
 - ☐ Copy of any new vessel and base station FCC License(s).
 - ☐ Name and phone number of random drug testing program.
- ☐ Mail completed Application/Agreement and all the above materials to:

BoatU.S. Towing Services
880 South Pickett Street, Alexandria, VA 22304

Upon acceptance into the TowBoatU.S. Program, BoatU.S. will send you a signed copy of this Agreement. Please note - this Application and Agreement is not approved until it has been signed by an authorized representative of BoatU.S.

TOWING COMPANY INFORMATION

Company Name (Applicant): Desin's Towing Inc.

Tower Code: _____ Company Tax ID #: 13-3377783

Mailing Address: 12 Southside Ave

City: Hastings-on-Hudson State: N.Y. Zip: 10706

Street Address (if different from mailing address): _____

City: _____ State: _____ Zip: _____

Phone Numbers: 914-478-3524 24hrs After Hours: _____

Cellular Number(s): 914-497-9447

Pager (or other phone numbers): 914-494-7492 Fax: 914-478-4809

Email Address: Towing01@netzero.net Web Page: _____

Print Owner(s) Name(s): Richard A. Desin Jr.

Drug Testing Program: Spoke to Maritime Cons. Phone: 800-775-6985

Address: pending - new act.

2005 TowBoatU.S.® License/Service Agreement

BoatU.S. Towing Guide And BoatU.S./TowBoatU.S. Website Information

The following information is required for *The BoatU.S. Guide to Towing Services* and BoatU.S. website.
(If you have more than 4 ports make copies of this page and attach copies.)

PORT #1 (Primary) "TowBoatU.S. HASTINGS Aug 2/05 Initial Here
RD
(Specific geographic location, for example "TowBoatU.S. Alexandria")

Towing Company Name: Devin's Towing Inc. Tower Code: _____
(applicant)

ACAPT Certified? ☐ Yes - Certificate #: _____ OR ☒ TowBoatU.S. Vessel Equipment checklist Attached

Port Location (City & State): Hastings-on-Hudson, N.Y. *Lat./Long: 41°00'38"N / 073°52'28"W
(Only city and state will be listed in *The Guide* and on the BoatU.S. website. * Lat/Long. information is for Dispatch Mapping and internal use only.)

Marina Name & Address: Tower Bridge Yacht Club 300er St, Hastings-on-Hudson

Primary Telephone Number: 914-478-3524 After Hours Number: N.Y. 10706
(Only one primary telephone number will be listed in *The Guide* and on the BoatU.S. website.)

Check applicable boxes as they pertain to Port #1:

- (1) Tower accepts float plans and will contact Coast Guard if boater does not call in..... ☒ Yes ☐ No
(2) Company has capability to handle salvage, wreck removal and "hi & dry" serious groundings ☒ Yes ☐ No
(3) Company has pollution containment and clean-up capabilities..... ☐ Yes ☒ No
(4) Tower has access to dockside emergency repair capabilities..... ☒ Yes ☐ No
(5) Tower can arrange for dockside transportation to motel, store, etc..... ☒ Yes ☐ No

PORT #2 "TowBoatU.S. _____" Initial Here
(Specific geographic location, for example "TowBoatU.S. Alexandria")

Towing Company Name: _____ Tower Code: _____
(applicant)

ACAPT Certified? ☐ Yes - Certificate #: _____ OR ☐ TowBoatU.S. Vessel Equipment Checklist Attached

Port Location (City & State): _____ *Lat./Long: _____
(Only city and state will be listed in *The Guide* and on the BoatU.S. website. * Lat/Long. information is for Dispatch Mapping and internal use only.)

Marina Name & Address: _____

Primary Telephone Number: _____ After Hours Number: _____
(Only one primary telephone number will be listed in *The Guide* and on the BoatU.S. website.)

Check applicable boxes as they pertain to Port #2:

- (1) Tower accepts float plans and will contact Coast Guard if boater does not call in..... ☐ Yes ☐ No
(2) Company has capability to handle salvage, wreck removal and "hi & dry" serious groundings ☐ Yes ☐ No
(3) Company has pollution containment and clean-up capabilities..... ☐ Yes ☐ No
(4) Tower has access to dockside emergency repair capabilities..... ☐ Yes ☐ No
(5) Tower can arrange for dockside transportation to motel, store, etc..... ☐ Yes ☐ No

2005 TowBoatU.S.® License/Service Agreement

Initial Here

PORT #3 "TowBoatU.S. _____"

(Specific geographic location, for example "TowBoatU.S. Alexandria")

Towing Company Name: _____ Tower Code: _____
(applicant)ACAPT Certified? ☐ Yes – Certificate #: _____ OR ☐ TowBoatU.S. Vessel Equipment Checklist AttachedPort Location (City & State): _____ *Lat./Long.: _____
(Only city and state will be listed in *The Guide* and on the BoatU.S. website. * Lat/Long. information is for Dispatch Mapping and internal use only.)

Marina Name & Address: _____

Primary Telephone Number: _____ After Hours Number: _____
(Only one primary telephone number will be listed in *The Guide* and on the BoatU.S. website.)

Check applicable boxes as they pertain to Port #3:

- (1) Tower accepts float plans and will contact Coast Guard if boater does not call in..... ☐ Yes ☐ No
- (2) Company has capability to handle salvage, wreck removal and "hi & dry" serious groundings..... ☐ Yes ☐ No
- (3) Company has pollution containment and clean-up capabilities..... ☐ Yes ☐ No
- (4) Tower has access to dockside emergency repair capabilities..... ☐ Yes ☐ No
- (5) Tower can arrange for dockside transportation to motel, store, etc..... ☐ Yes ☐ No

Initial Here

PORT #4 "TowBoatU.S. _____"

(Specific geographic location, for example "TowBoatU.S. Alexandria")

Towing Company Name: _____ Tower Code: _____
(applicant)ACAPT Certified? ☐ Yes – Certificate #: _____ OR ☐ TowBoatU.S. Vessel Equipment Checklist AttachedPort Location (City & State): _____ *Lat./Long.: _____
(Only city and state will be listed in *The Guide* and on the BoatU.S. website. * Lat/Long. information is for Dispatch Mapping and internal use only.)

Marina Name & Address: _____

Primary Telephone Number: _____ After Hours Number: _____
(Only one primary telephone number will be listed in *The Guide* and on the BoatU.S. website.)

Check applicable boxes as they pertain to Port #4:

- (1) Tower accepts float plans and will contact Coast Guard if boater does not call in..... ☐ Yes ☐ No
- (2) Company has capability to handle salvage, wreck removal and "hi & dry" serious groundings..... ☐ Yes ☐ No
- (3) Company has pollution containment and clean-up capabilities..... ☐ Yes ☐ No
- (4) Tower has access to dockside emergency repair capabilities..... ☐ Yes ☐ No
- (5) Tower can arrange for dockside transportation to motel, store, etc..... ☐ Yes ☐ No

2005 TowBoatU.S.® License/Service Agreement

4. Billing of Towing/Ungrounding Services: As TowBoatU.S., Applicant shall bill BoatU.S. directly for towing/ungrounding services provided to Members, in each case not to exceed the limit on the Member's card. BoatU.S. will include in its Towing Service Agreement with its Members, language which notifies its Members that the Member is responsible for the immediate payment of all charges in excess of the limit of the towing service level specified on the Membership Card, provided amount billed is in accordance with contracted rates. Applicant may bill the Member directly for services rendered in excess of the limits on the Member's card in such cases. All invoices submitted to BoatU.S. hereunder must: (a) be in the form of a BoatU.S. standard invoice (copies of which shall be provided to Applicant by BoatU.S. at no charge); or (b) be in the form of a BoatU.S. standard invoice imprinted with Applicant's name and address (copies of which may be provided to Applicant by BoatU.S., at Applicant's request and at cost); or (c) contain all the information set forth on BoatU.S. standard invoice as set forth in Section II, paragraph 6. All invoices will be calculated based upon portal-to-portal time, including charges from a more distant approved port when required and Applicant has communicated in advance of the job in accordance with paragraph 17, below. Only invoices for boats, boat Captains and port locations listed and approved in this application will be authorized for direct payment to the Applicant, subject to the subcontractor exception in Section I, paragraph 12. All invoices not declined, will be paid within 30 days after submission to BoatU.S. Interest shall be paid on invoices after 30 days at the rate of one percent (1%) per month. BoatU.S. shall promptly notify Applicant of all disputed invoices.

5. Solicitation of Membership in BoatU.S.: As a TowBoatU.S. licensee, Applicant may solicit new Members for BoatU.S. Upon solicitation of each new Member, Applicant shall submit to BoatU.S. the prospective new Member's completed enrollment materials and Membership dues or credit card charge number, together with the "Tower's Source Code" assigned to Applicant by BoatU.S. for this purpose. Membership shall be effective only after acceptance and processing of the enrollment materials by BoatU.S. BoatU.S. shall keep a record of all Members solicited by Applicant and accepted by BoatU.S., and shall pay Applicant \$10.00 for each new Member, together with a bonus of \$100.00 for each twenty (20) new Members directly solicited by Applicant and accepted by BoatU.S. In its solicitation of each new Member, Applicant shall inform the prospective Member that Applicant is not an agent of BoatU.S. and that Membership is not effective until acceptance and processing by BoatU.S.

6. Insurance: Applicant shall at all times during the term of this Agreement maintain at least \$500,000 of liability insurance in effect for each tow boat with respect to its towing operations, obtain said liability insurance from an insurance company licensed and admitted to write coverage in Applicant's state, name BoatU.S. as an additional insured under such insurance policy, and arrange for BoatU.S. to be provided with thirty (30) days notice prior to cancellation or non-renewal of such insurance policy. At the time Applicant submits this Agreement, Applicant and/or his insurer shall provide to BoatU.S. a certificate of insurance showing, to the satisfaction of BoatU.S., that these requirements have been met. Applicant further agrees that during the period this Agreement is in effect, that Applicant will notify BoatU.S. of any changes in insurance coverage, and shall ensure that BoatU.S. is provided with proof of current insurance.

7. Compliance With Law: BoatU.S. and Applicant, together with its employees, agents, representatives, and subcontractors, shall comply with all applicable federal, state and local laws, regulations, ordinances, and rules. BoatU.S. and Applicant shall not engage in any price fixing, market allocation or other actions illegal under anti-trust laws.

8. Agreement Term and Termination: (a) This Agreement shall become effective upon acceptance and execution by BoatU.S. and shall remain in effect until November 30, 2005. This agreement shall automatically renew for successive one-year terms unless either party delivers written notice of their intent to not renew or their desire to modify the Agreement at least 60 days prior to expiration. Notice of desired modification must also include specific modifications sought. "Delivering written notice" is defined as mailing "first class, registered or certified mail through the U.S. Postal Service or via Federal Express" to the address of record.

(b) This Agreement may also be terminated by BoatU.S. by delivering written notice of proposed termination to Applicant in the event Applicant or any of its employees, agents, representatives or subcontractors breach Section I, Paragraphs 6, 7 or 12 of this Agreement. Such notice of proposed termination is subject to the review process of paragraph 8(d).

(c) In the event Applicant, its employees, agents, representatives or subcontractors breach any other material term of this Agreement, BoatU.S. shall provide written 15-day cure notice to Applicant of the breach of this Agreement:

(i) Applicant may cure such breach within a 15-day period from the date it receives the notice; or

(ii) If a cure cannot reasonably be achieved within such 15-day period, Applicant may commence the cure within this 15-day period and continue diligently to prosecute such cure to completion and to the satisfaction of BoatU.S. Notwithstanding the foregoing, in the event of a reoccurrence of the same material breach of this Agreement, the cure period above shall not apply and BoatU.S. may terminate this Agreement immediately upon written notice and subject to the termination review process of paragraph 8(e).

(d) Upon termination or expiration of this Agreement, Applicant shall immediately cease to use, and shall either return to BoatU.S. or destroy, and confirm to BoatU.S. such destruction, all materials in its possession which bear any trademark or service mark owned by BoatU.S. and must also return to BoatU.S. any and all items owned by BoatU.S., including, but not limited to, communications equipment and display materials. In addition, Applicant shall immediately cease to use TowBoatU.S. signage and graphics, and shall remove such signage and graphics from all its boats, vehicles and office(s). Following termination, expiration or non-renewal hereof, Applicant shall have no further right to use or to display in any manner any trademark or service mark owned by BoatU.S. nor to answer TowBoatU.S. or BoatU.S. calls, nor to direct bill BoatU.S. Following termination, expiration or non-renewal of this Agreement, BoatU.S. shall cease using Applicant's name, likeness or location in any new advertising, promotion, listing or other material and shall use its best efforts to remove such identifying material from its website and from any updated literature or advertisements.

(e) Any TowBoatU.S. company which is delivered written notice of proposed Termination may within 20 days of such notice request a hearing by the Termination Review Board ("TRB"). The TRB shall consist of two elected TowBoatU.S. towing company owners and two BoatU.S. employees.

2005 TowBoatU.S.® License/Service Agreement

TowBoatU.S. Boat Grid

TowBoatU.S. Company Name:

Tower Code:

Boats in Operation	Boat # _____	Boat # _____	Boat # _____
List all boats. Use additional sheets if more boats are used to provide towing services. Explain (on a separate sheet) if you will be operating any boats that do not/will not display TowBoatU.S. graphics.	Does vessel have: TowBoatU.S. graphics? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No TowBoatU.S. red hull? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No VHF Call Sign: _____ VHF Working Ch: <u>6</u>	Does vessel have: TowBoatU.S. graphics? <input type="checkbox"/> Yes <input type="checkbox"/> No TowBoatU.S. red hull? <input type="checkbox"/> Yes <input type="checkbox"/> No VHF Call Sign: _____ VHF Working Ch: _____	Does vessel have: TowBoatU.S. graphics? <input type="checkbox"/> Yes <input type="checkbox"/> No TowBoatU.S. red hull? <input type="checkbox"/> Yes <input type="checkbox"/> No VHF Call Sign: _____ VHF Working Ch: _____
"TowBoatU.S. (approved port name)"	<u>Alert</u>		
Name of Boat			
Reg. # or Doc. Name			
Length, Manufacturer, Model & Year	<u>1986 Stiecraft 28ft.</u>		
Engine Type & HP	<input checked="" type="checkbox"/> Gas HP <u>230</u> <input type="checkbox"/> Diesel HP _____ <input type="checkbox"/> I/B <input type="checkbox"/> O/B <input type="checkbox"/> I/O	<input type="checkbox"/> Gas HP _____ <input type="checkbox"/> Diesel HP _____ <input type="checkbox"/> I/B <input type="checkbox"/> O/B <input type="checkbox"/> I/O	<input type="checkbox"/> Gas HP _____ <input type="checkbox"/> Diesel HP _____ <input type="checkbox"/> I/B <input type="checkbox"/> O/B <input type="checkbox"/> I/O
Hull Color (s)	<u>White</u>		
Name of facility where vessel is kept	<u>Tower Bridge Yacht Club</u>		
Facility Latitude/Longitude	<u>41°00.38N 073°32.28W</u>		
Boat Phone Number (if applicable)			
Days/Hrs of operation	<u>24/7 March-Oct</u>		
Authorized Captain(s)	<u>George Farrell</u> <u>Edward Doty</u>		
Who is the legal owner(s) and lien-holder of the boat. (If more than one, explain.)	<u>Dosin's Towing Inc</u>		
Name of Insurance Co: <u>pending</u>	<u>Stark Weather</u> <u>Shepley</u>	_____	_____
Min. \$300,000 liability?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
BoatU.S. named as additional Insured?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

EXHIBIT C



Towing Services

Washington National Headquarters
880 South Pickett Street, Alexandria, VA 22304
Towing Services: 1-800-888-4869
Fax: 703-461-2877
www.BoatUS.com

November 17, 2011

Rich Dosin
12 Southside Avenue
Hastings-On-Hudson, NY 10706

Via Certified Mail
Return Receipt Requested

Re: TowBoatU.S. Graphics

Dear Mr. Dosin,

On September 24, 2008 we sent you notice of our decision to non-renew your TowBoatU.S. License Service Agreement (LSA) upon its November 30, 2008 expiration.

In that same correspondence we reminded you of the language in the LSA that required you to remove all TowBoatU.S. signage and graphics from all your boats, vehicles and office(s).

On November 11, 2009 we sent you copies of photos we received that showed your boat with the TowBoatU.S. graphics still on it. At that time we insisted that you have the graphics removed.

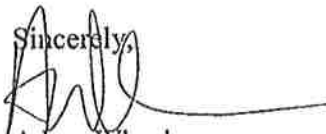
On November 13, 2011 we received an e-mail from TowBoatU.S. Yonkers, NY stating that the graphics still have not been removed. When they asked about removing them, TowBoatU.S. Yonkers reports that your reply has been, "working on it".

BoatU.S. has demonstrated great patience in hopes that this matter could be resolved amicably. Sadly, you have given no indication that you are interested in cooperating with us on this matter.

Please remove the TowBoatU.S. graphics immediately and provide photos of both sides of the boat documenting their removal by December 15, 2011. Failure to do so will be considered breach of contract and infringement of our Federally registered trademark, and all available remedies, including legal action, will be taken.

The photos can be submitted via e-mail at awheeler@boatus.com or mailed to the following address:

BoatU.S.
Attn.: Adam Wheeler
880 S. Pickett St.
Alexandria, VA 22304

Sincerely,

Adam Wheeler
Vice President
BoatU.S. Towing Operations
1-800-888-4869 ext. 3366

cc: file

